

WHAT IS A HOME SOLICITATION SALE?

- \* A sale, lease, or rental of consumer goods or services with a purchase price of \$25 or more, whether under single or multiple contracts.
- \* when a seller or his agent engages in a personal solicitation of a sale, including a solicitation over the telephone, at a residence of the buyer and the buyer's agreement or offer to purchase is given to the seller there or;
- \* the seller or his agent solicits a sale in a city or town in which the seller does not have a permanent business establishment, through mailings, advertisements, or telephone calls, which require the buyer to meet the seller or his agent at a place other than the seller's permanent business establishment.

It does not include a sale made pursuant to a preexisting revolving charge account, or a sale made pursuant to prior negotiations between the parties at a business establishment at a fixed location where goods or services are offered or exhibited for sale.

WHAT ARE MY RIGHTS IN A HOME SOLICITATION SALE?

The seller or agent must state, in immediate proximity to the space reserved in the contract for the signature of the buyer, in bold face type at least 10 point type; a statement in substantially the following form:

*"You, the buyer may cancel the transaction at any time prior to midnight of the third business day after the date of the transaction. See the attached notice of cancellation form for the explanation of this right."*

The seller or agent must inform each buyer orally, at the time he signs the contract or purchases the goods or services, of his right to cancel.

NOTICE OF CANCELLATION:

The notice of cancellation must contain the following:

Date of transaction

*You may cancel this transaction, without any penalty or obligation within three business days from the transaction date.*

*To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to [name of seller], at [address of seller's place of business] not later than midnight of [date]. I hereby cancel this transaction\_\_\_\_\_ [date] \_\_\_\_\_ [buyer's signature].*

Any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice.

Any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under the contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may return or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under the contract.

A SELLER OR AGENT MAY NOT:

- \* Misrepresent in any manner the buyer's right to cancel
- \* Fail or refuse to honor any valid notice of cancellation by a buyer.

- \* Fail within 10 business days of receipt of the buyer's notice of cancellation, to notify him whether the seller intends to repossess or to abandon any shipped or delivered goods.
- \* Negotiate, transfer, sell, or assign any note or other evidence of indebtedness to a finance company or other third party prior to midnight of the fifth business day following the day the contract was signed or the goods or services were purchased.

WHEN A BUYER CANCELS THE TRANSACTION, THE SELLER OR AGENT MUST:

1. Refund all payment made under the contract or sale.
2. Return any goods or property traded in, in substantially as good condition as when received by the seller.
3. Cancel and return any negotiable instrument executed by the buyer in connection with the contract or sale and take any action necessary or appropriate to terminate promptly any security interest created in the transaction.

OTHER AT-HOME SHOPPING RIGHTS

Have mail and phone order purchases shipped when promised, or to cancel for a full and prompt refund. If no shipping date is stated, your right to cancel begins 30 days after your order and payment are received by the merchant.

Get a full refund, because of shipping delay, within seven working days ( or one billing cycle) after the seller received your request to cancel.

Refuse a delivery of damaged or spoiled items.

Consider unordered merchandise a gift and be free of pressure to return it or to pay for it.

Tell commercial telephone marketers to stop calling you, and sue in Small Claims Court if they continue to call.

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The Indiana Department of Financial Institutions,  
Division of Consumer Credit has many other credit  
related brochures available, such as:

Answers to Credit Problems  
Applying for Credit  
At Home Shopping Rights  
Bankruptcy Facts  
Buried in Debt  
Charge Card Fraud  
Choosing A Credit Card  
Co-Signing  
Credit and Divorce  
Deep in Debt?  
Equal Credit Opportunity  
Fair Credit Reporting  
Fair Debt Collection  
Gold Cards  
Hang up on Fraud  
High Rate Mortgages  
Home Equity Credit Lines  
How to Avoid Bankruptcy  
Look Before you Lease  
Mortgage Loans  
Older Consumers  
Repossession  
Reverse Mortgage Loans  
Rule of 78s – What is it?  
Shopping for Credit  
Using Credit Cards  
Variable Rate Credit  
What is a Budget?  
What is the DFI?

Call our toll-free number or write to the address on the  
cover for a copy of any of the brochures listed or for  
further consumer credit information.



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# SHOPPING AT HOME



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